

A. G. Contract No. KR90-0615-TRD
ECS File: JPA-89-144
FCD File: IGA FCD 90010
Scottsdale File: 890103
Phoenix File: FLD 0103
Project: Regional Drainage and
Flood Control Plan
Section: Upper Indian Bend Wash

57015

INTERGOVERNMENTAL AGREEMENT
AMONG

THE ARIZONA DEPARTMENT OF TRANSPORTATION,
THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY,
THE CITY OF SCOTTSDALE,
THE CITY OF PHOENIX,
AND
THE ARIZONA STATE LAND DEPARTMENT

THIS AGREEMENT is entered into 09 November, 1990,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the ARIZONA DEPARTMENT OF
TRANSPORTATION ("TRANSPORTATION"), THE FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY ("DISTRICT"), THE CITY OF SCOTTSDALE
("SCOTTSDALE"), THE CITY OF PHOENIX ("PHOENIX") and THE ARIZONA
STATE LAND DEPARTMENT ("STATE LAND"), acting by and through
their respective governing bodies.

I. RECITALS

1. TRANSPORTATION is empowered by Arizona Revised
Statutes Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the Department.

2. The DISTRICT is empowered by Arizona Revised Statutes
Section 48-3603 to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the
DISTRICT.

3. SCOTTSDALE is empowered by Arizona Revised Statutes
Section 48-572 and City Charter Section 3-1 to enter into this
agreement and has by resolution, a copy of which is attached
hereto and made a part hereof, resolved to enter into this
agreement and has delegated to the undersigned the authority to
execute this agreement on behalf of the City.

NO. <u>15308</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11/09/90</u>
<u>Jim Shumway</u> Secretary of State
By <u>Vivian J. Arsenault</u>

4. PHOENIX is empowered by Arizona Revised Statutes Section 48-572 and City Charter Chapter 2, Section 2 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the City.

5. STATE LAND is empowered by Arizona Revised Statutes Section 37-132 to enter into this agreement and execute this agreement on behalf of the Department.

6. The purpose of this agreement is to identify and analyze multiple regional drainage alternatives and develop a drainage plan ("the Plan") to facilitate the anticipated development of north Scottsdale and peripheral areas in Phoenix. The drainage area is bounded by the Central Arizona Project Aqueduct and the Bell Road alignment on the south, Cave Creek Road on the west, the Carefree Highway alignment on the north, and the McDowell Mountains on the east, as shown on Exhibit A attached hereto and made a part hereof. The Plan will impact the parties hereto in the future development of this area, including the interim and ultimate configuration of the proposed Outer Loop Freeway (I-101) construction, the lands within the boundaries of the Plan located in the cities of Scottsdale and Phoenix, as well as the State trust lands.

7. The parties hereto agree that SCOTTSDALE shall be the lead agency for the development of the Plan, at an estimated price of \$90,000.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. SCOTTSDALE will:

a. Prepare a scope of work and contract with a consultant to develop and analyze multiple regional drainage alternatives and make recommendations. Administer the contract and make all payments to the consultant.

b. Consult with and receive approval from the other cost sharing agencies prior to modifying the contract scope of work or approving a contract cost addendum.

c. Provide the other parties hereto draft copies of the Plan alternatives, analysis and recommendations for review and comment. Incorporate comments as appropriate. Provide sufficient copies of the final Plan to each of the parties hereto.

d. Participate forty five percent (45%) in the cost of the development of the Plan, in an amount not to exceed \$40,000. Invoice cost sharing participants of this agreement.

e. Be the lead agency for the future coordination and implementation of the final Plan within its jurisdiction.

2. The DISTRICT will:

a. Review and comment on the drainage alternatives and identify potential drainage facilities eligible for DISTRICT cost sharing.

b. Coordinate with others for the future implementation of the Plan or facilities.

c. Participate thirty three percent (33%) in the contract cost of the development of the Plan, in an amount not to exceed \$30,000. Reimburse SCOTTSDALE upon receipt of an approved invoice at the completion of the work.

3. PHOENIX will:

a. Review and comment on the drainage alternatives.

b. Be the lead agency for the future coordination and implementation of the final Plan within its jurisdiction.

c. Participate eleven percent (11%) in the cost of the development of the Plan, in an amount not to exceed \$10,000. Reimburse SCOTTSDALE upon receipt of an approved invoice at the completion of the work.

4. STATE LAND will:

a. Review and comment on the drainage alternatives.

b. Coordinate with others for the future implementation of the Plan within its jurisdiction.

c. Participate eleven percent (11%) in the cost of the development of the Plan, in an amount not to exceed \$10,000, subject to annual appropriation by the state legislature.

Reimburse SCOTTSDALE upon receipt of an approved invoice at the completion of the work.

5. TRANSPORTATION will:

a. Review and comment on the drainage alternatives.

b. Devote its best efforts to design and insure construction of the interim and ultimate Outer Loop Freeway (L-101) in a manner which is compatible with the proposed Plan; provided:

(1). Conformity to the Plan is economical when compared to the "Concept Drainage Design, Outer Loop Highway, North of the CAP Aqueduct" dated March 1989.

(2). Construction of the drainage facilities proposed by the Plan is consistent with established State criteria, and is accomplished prior to, or concurrent with, construction of the interim and ultimate Outer Loop Freeway (L-101) in the area.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said reimbursements, provided however, that this agreement may be amended or cancelled upon mutual written agreement of all parties.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. Prohibition Against Discrimination. The parties hereby acknowledge that they are bound by Executive Order No. 75-5.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required administrative hearing procedures as set forth for government procurement contracts in Arizona Revised Statutes Section 41-2611, et seq.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

City of Scottsdale
Transportation Department
3939 Civic Center Plaza
Scottsdale, AZ 85251

City of Phoenix
Engineering Department
Floodplain Management
125 E. Washington Street
Phoenix, AZ 85004


Flood Control District
of Maricopa County
Planning & Project Management
3335 West Durango Street
Phoenix, AZ 85009

Arizona State Land Department
Urban Planning
1616 West Adams
Phoenix, AZ 85007

8. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

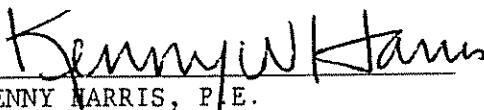
CITY OF SCOTTSDALE, a Municipal
Corporation
Mayor

By 
HERBERT R. DRINKWATER
Mayor

Attest:

By 
City Clerk

CITY OF PHOENIX, a Municipal
Corporation

By 
KENNY HARRIS, P.E.
City Engineer

Attest:

By 
City Clerk

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
a Municipal Corporation

Recommended for Approval:

Approved and Accepted

By *D. E. Sacramento* 6-18-90
D. E. SACRAMOSO, P.E. Date
Chief Engineer and General Manager

By *J. J. Bruner*
Chairman, Board of Directors

Attest:

By *Cherie Pennington* JUN 18 1990
Clerk of the Board Date

This Intergovernmental Agreement has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

By *John W. Egmon* 6/14/90
General Counsel Date

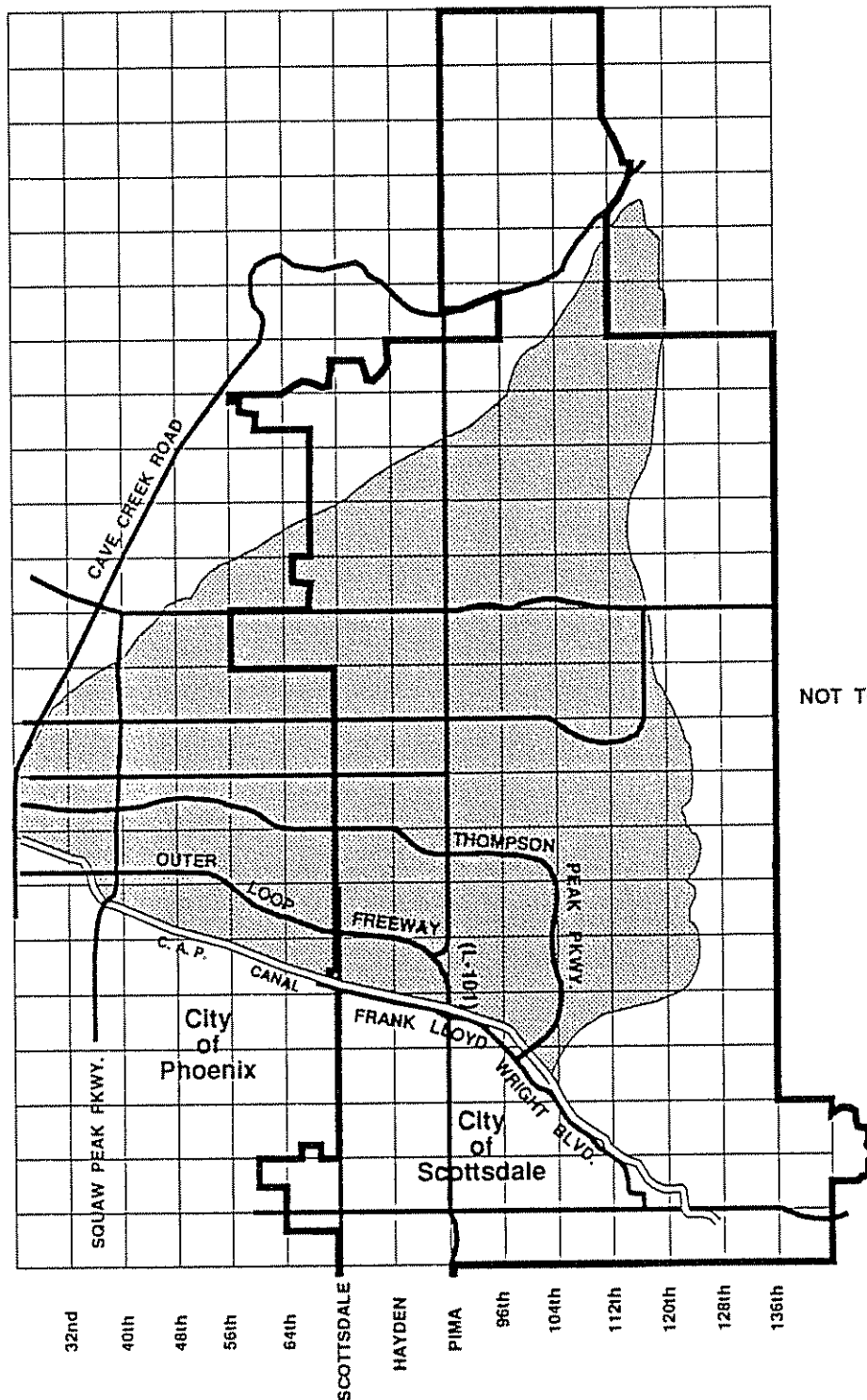
STATE OF ARIZONA
Department of Transportation

STATE OF ARIZONA
Land Department

By *Robert P. Mickelson*
ROBERT P. MICKELSON
Deputy State Engineer

By *M. J. Hassell*
M. J. HASSELL, Commissioner

JENNY LYNN
 CIRCLE MOUNTAIN
 HONDA BOW
 ROCKAWAY HILLS
 DESERT HILLS
 JOY RANCH
 STAGECOACH PASS
 CAREFREE HWY.
 DOVE VALLEY
 LONE MOUNTAIN
 DIXILETA
 DYNAMITE
 JOMAX
 HAPPY VALLEY
 PINNACLE PEAK
 DEER VALLEY
 BEARDSLEY
 UNION HILLS
 BELL
 GREENWAY
 THUNDERBIRD
 CACTUS
 SHEA
 DOUBLE TREE



Legend

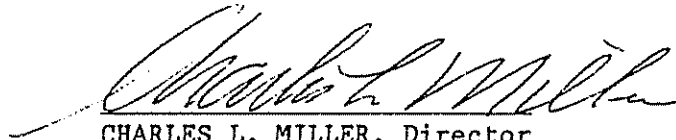


Upper Indian Bend Wash Regional
 Drainage and Flood Control
 Planning Area

RESOLUTION

BE IT RESOLVED on this 6th day of November 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Maricopa County Flood Control District, Scottsdale, Phoenix and the Arizona State Land Department for the purpose of defining responsibilities to participate in a Regional Drainage and Flood Control Plan, incident to the proposed Outer Loop/Pima Freeway (L-101).

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

A handwritten signature in cursive script, reading "Charles L. Miller", written in dark ink.

CHARLES L. MILLER, Director
Arizona Department of
Transportation

RESOLUTION NO. 3312

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY
ARIZONA, ADOPTING THE UPPER INDIAN BEND WASH REGIONAL DRAINAGE
AND FLOOD CONTROL INTERGOVERNMENTAL AGREEMENT

WHEREAS, portions of the City of Scottsdale which lie within the Upper Indian Bend Wash watershed are subject to potential flooding;

WHEREAS, portions of adjacent lands within the Upper Indian Bend Wash watershed and within the corporate boundaries of the City of Phoenix, and the unincorporated boundaries of Maricopa County are subject to potential flooding;

WHEREAS, lands under the jurisdiction of the State of Arizona Land Department within the Upper Indian Bend Wash watershed are subject to potential flooding;

WHEREAS, portions of the proposed Outer Loop Highway under the jurisdiction of the State of Arizona Department of Transportation are subject to potential flooding, and;

WHEREAS, each of the Governmental Agencies listed above is empowered by the Arizona Revised Statutes to enter into an intergovernmental agreement.

NOW, THEREFORE, LET IT BE RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. That Mayor Herbert R. Drinkwater, execute the attached intergovernmental agreement authorizing the City of Scottsdale to:

A. Prepare a scope of work and contract with a consultant to develop and analyze multiple regional drainage alternatives and make recommendations leading to the Upper Indian Bend Wash Regional Drainage and Flood Control Plan, (Plan);

B. Administer the contract and make all payments to the consultant;

C. Consult with and receive approval from the other cost sharing agencies prior to modifying the contract scope of work or approving a contract cost addendum;

D. Provide the other agencies draft copies of the PLAN alternatives, analysis and recommendations for review and comment. Incorporate comments as appropriate. Provide sufficient copies of the final Plan to each of the agencies;

E. Participate 45 percent in the cost of the development of the Plan, in an amount not to exceed \$40,000.

F. Be the lead agency for the future coordination and implementation of the final Plan within City jurisdiction.

PASSED AND ADOPTED by the Council of Scottsdale, Maricopa County, Arizona this 4th day of June, 1990.

ATTEST:

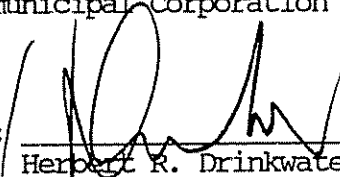
Mark Mazzie
City Clerk

CITY OF SCOTTSDALE
A municipal Corporation

By:

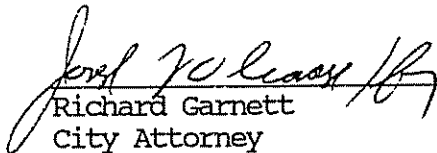


By:



Herbert R. Drinkwater
Mayor

Approved as to Form:



Richard Garnett
City Attorney

RESOLUTION NO. 17740

A RESOLUTION AUTHORIZING THE CITY OF PHOENIX TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION, THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, THE CITY OF SCOTTSDALE AND THE ARIZONA STATE LAND DEPARTMENT; PROVIDING FOR THE RECEIPT OR DISBURSEMENT OF FUNDS; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX
as follows:

SECTION 1. That the City Manager be, and is hereby authorized to enter into an Intergovernmental Agreement with the Arizona Department of Transportation, the Flood Control District of Maricopa County, the City of Scottsdale Arizona and the Arizona Land Department for the purposes of identification of multiple drainage alternatives and the development of a drainage plan for the area bounded by the Central Arizona Project Aquaduct and Bell Road alignment on the south, Cave Creek Road on the West, Care Free Highway on the north and McDowell Mountains on the East.

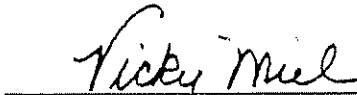
SECTION 2. That the City Controller be, and is hereby authorized to expend funds not to exceed Ten Thousand Dollars (\$10,000) for purposes of this Agreement.

SECTION 3. WHEREAS, the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health, and safety, an EMERGENCY is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the Council as required by the City Charter, and is hereby exempted from the referendum clause of said Charter.


PASSED by the Council of the City of Phoenix
this 29 day of August, 1990.


MAYOR

ATTEST:


City Clerk

APPROVED AS TO FORM:


ACTING
City Attorney

REVIEWED BY:


ASSISTANT
City Manager

1990 AUG 27 AM 10:46
CITY CLERK DEPT.

JPA 89-144

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, THE CITY OF PHOENIX, THE ARIZONA STATE LAND DEPARTMENT and the CITY OF SCOTTSDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 15th day of April, 1990.



ACTING City Attorney

ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Pursuant to A.R.S. § 11-952, the foregoing agreement, being Attorney General No. KR90-0615-TRD, has been submitted to the Attorney General as the attorney for Arizona State Land Department.

The undersigned Assistant Attorney General has determined that said agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona State Land Department.

DATED this 25th day of May, 1990.

ROBERT K. CORBIN
Attorney General

Michael J. Phalen
Assistant Attorney